



SCOPE OF WORK

The purpose of the Work to be performed is to complete a Remedial Investigation/Feasibility Study ("RI/FS") for certain portions of the Former Scott Mill Site. Specific task details will be documented in the RI/FS Work Plan. A schedule for completion of the RI/FS is presented below.

Task 1: RI/FS Work Plan

A Work Plan for the RI/FS will be prepared in accordance with WAC 173-340-350 and 173-340-357. The plan will describe the work and schedule to complete the RI/FS tasks as described in Tasks 2, 3 and 4. While the site characterization effort to date has been substantial, some additional data may be needed to complete the FS. Accordingly, the Work Plan may include focused data collection components, if necessary.

Deliverables:

Draft and Final Work Plans for an integrated RI/FS

Task 2: Remedial Investigation/Feasibility Study

Building directly on the findings presented in the Comprehensive Evaluation of Existing Data: Former Scott Paper Mill Site (Anchor 2002), a RI/FS report will be prepared that characterizes the nature and extent of hazardous and deleterious substances at the Site, and provides sufficient data, analysis, and engineering evaluations to allow Ecology to select a cleanup remedy from among feasible alternatives. MTCA presents methods for determining cleanup levels in WAC 173-340-700 through 173-340-760. The use of a risk assessment to derive cleanup levels and to evaluate cleanup action alternatives is outlined in WAC 173-340-700(6)(c) and 173-340-357, respectively. As appropriate, a site-specific risk assessment will be performed in accordance with WAC 173-340-708 and 173-340-7490, respectively. A detailed analysis of the remedial alternatives to be identified in the RI/FS Work Plan will be presented in the RI/FS Report.

Deliverables:

Draft and Final RI/FS Reports

Task 3: Interim Remedial Actions

Interim remedial actions may be undertaken on a limited basis prior to issuance of the Cleanup Action Plan ("CAP") for the site. Prior to initiating any interim remedial action, Work Plans will be prepared and submitted to Ecology for approval.

Deliverables:

Draft and Final Interim Remedial Action Work Plans (as appropriate).

Draft and Final Interim Remedial Action Evaluation Reports (as appropriate).

Task 4: Progress Reporting

The Respondents will provide quarterly progress letter reports to Ecology from the effective date of this Agreed Order until completion of the RI/FS. These letter reports will present a summary of work completed, work planned for the next quarter, and significant findings.

Deliverables:

Quarterly Progress Letters.

SCHEDULE

The proposed schedule for conducting tasks addressed under this Agreed Order is as follows:

Task	Schedule
Draft RI/FS Work Plan	90 days after close of public comment, or 60 days after the effective date of the Agreed Order, whichever is later
Final RI/FS Work Plan	60 days after resolution of Ecology comments on the Draft RI/FS Work Plan
Draft RI/FS Report	200 days following receipt of final laboratory results from RI/FS data collection, or 200 days following submittal of Draft RI/FS Work Plan, whichever is later
Final RI/FS Report	60 days after resolution of Ecology comments on the Draft RI/FS Report

Ronald W. Timm
Washington State Department of Ecology
Northwest Regional Office
3190 160th Avenue SE
Bellevue, WA 98008-5452

RE: Agreed Order No. XXXXXXXX

Dear Mr. Timm,

This letter serves as an agreement between MJB Properties (MJB), the Washington State Department of Ecology (Ecology), and Kimberly-Clark Corporation (Kimberly-Clark), regarding transference of all or any portion of the property, as that term is defined in Agreed Order No.

XXXXXXXXXX.

Ecology has named MJB as a potentially liable person (PLP) for the Former Scott Paper Mill Site (Site). See Agreed Order, Sec.----. MJB is the current owner of the southern portion of the former mill site, which is part of the larger Site. The Kimberly-Clark Corporation, also a PLP for the Site, has entered into Agreed Order No. xxxxxxxxxxxx with Ecology. The Agreed Order contains a program for the investigation of MJB's property, the southern portion of the former mill site. MJB, the owner of the property, is not a party to the Agreed Order.

In order to facilitate access to the property and to provide Ecology with advance notice of any transfer of MJB's interest in the property, MJB agrees that, prior to the transfer of any legal or equitable interest MJB may have in the property or any portions of the property, MJB shall serve a copy of this letter agreement upon any prospective purchaser, lessee, transferee, assignee, or other successor in any such interest. At least thirty days prior to any finalization of any transfer, MJB shall notify Ecology of the contemplated transfer. MJB further agrees that no voluntary or involuntary conveyance or relinquishment of title, easement, leasehold, or other interest in any portion of the property shall be consummated by MJB without provision for continued access to the property for Ecology and Kimberly-Clark to carry out the work required under the Agreed Order and the implementation of any remedial actions found to be necessary pursuant to the Agreed Order.

MJB's obligations under this letter agreement shall terminate upon the satisfactory completion of the remedial program set forth in Agreed Order xxxxxxxx.

IN WITNESS WHEREOF, the parties hereto have caused this letter agreement to be executed by their proper officers thereto authorized, as of the day and year indicated below.

MJB PROPERTIES

By _____
Its _____
Date: _____

KIMBERLY-CLARK CORPORATION

By _____
Its _____
Date: _____

WASHINGTON STATE DEPARTMENT OF
ECOLOGY

By _____
Its _____
Date: _____